

#21

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICERECEIVED
CENTRAL FAX CENTER

SEP 26 2003

APPLICANT(S): Siahaan et al
APPLICATION NO.: 09/629,719
FILING DATE: August 1, 2000
TITLE: LEUKOCYTE INTERNALIZED PEPTIDE DRUG CONJUGATES
EXAMINER: M.H. Haddad
GROUP ART UNIT: 1644
ATTY. DKT. NO.: 23902-7902 US

CERTIFICATE OF FACSIMILE TRANSMISSION		
I hereby certify that this correspondence, including the enclosures identified above, is being transmitted on the date shown below via facsimile to: Commissioner for Patents at the facsimile number indicated below.		
Signature:	<i>Narinder S. Banait</i>	
Typed or Printed Name:	Narinder S. Banait, Reg. No.: 43,482	Dated: <i>Sept 23/2003</i>
Facsimile Number:	1-703-305-3014	

COMMISSIONER FOR PATENTS
P.O. BOX 1450
ALEXANDRIA, VA 22313-1450

OFFICIAL

REVOCATION AND SUBSTITUTE POWER OF ATTORNEY

SIR:

The persons named below are hereby appointed as Attorneys to prosecute the above-referenced application and any continuing applications, to maintain the ensuing patent, and to transact all other business in the U.S. Patent and Trademark Office connected therewith.

The University of Kansas ("the University") is the assignee of record for the application. The University has exclusively licensed the application to Admunex Therapeutics, Inc. ("the Company"). The amended license agreement between the University and the Company (see attachment) states that the Company has exclusive control over the prosecution of the application and shall pay all fees and expenses associated with preparing and prosecuting the U.S.

PATENT

application, and shall have exclusive control over, and shall be responsible for all fees and expenses associated with the maintenance of the patents. Therefore, the Company, in order to exercise its exclusive control over the prosecution of the application, has the right to appoint the attorneys of its choice.


The undersigned hereby revokes all previous powers of attorney or authorizations of agent given in the above-identified application, and hereby appoints:

Name	Registration Number
Narinder S. Banait	43,482
Michael J. Shuster	41,310
Susan T. Hubl	47,668
Al Smith	20,355
Qin Shi	52,220
Antonia Sequeira	P-54,379

as attorneys or agents to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

The Patent Office is requested to direct all further communications to Narinder S. Banait, the undersigned.

Respectfully submitted,



Thomas R. Malefy
President
Admunex Therapeutics, Inc.

Dated: September 26/2003

By: Narinder Banait

Narinder S. Banait Reg. No.: 43,482
Fenwick & West LLP
Silicon Valley Center
801 California Street
Mountain View, CA 94041
Tel.: (650) 335-7818
Fax.: (650) 938-5200

**FIRST AMENDMENT
TO THE
AMENDED AND RESTATED LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED LICENSE AGREEMENT (the "Amendment") is made and entered into as of September 10, 2003 (the "Amendment Effective Date"), by and between THE UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC., a Kansas not-for-profit corporation ("Licensor"), and ADMUNEX THERAPEUTICS, INC., a Kansas corporation ("Licensee"). Licensor and Licensee may be referred to herein as a "Party" or, collectively, as "Parties".

RECITALS

WHEREAS, Licensor and Licensee entered into an Amended and Restated License Agreement (the "Agreement") effective August 9, 2002, wherein Licensor granted Licensee an exclusive license under certain proprietary technology to develop, make, use and sell products; and

WHEREAS, the Parties desire to further amend the terms of the Agreement as provided in this Amendment to authorize Licensee to prosecute patent applications for some of the technologies licensed by Licensor to Licensee;

NOW, THEREFORE, the Parties agree as follows:

I. AMENDMENT OF THE AGREEMENT

The Parties hereby agree to amend the terms of the Agreement as provided below, effective as of the Amendment Effective Date. To the extent that the Agreement or the Amendment is explicitly amended by this Amendment, the terms of the Amendment will control where the terms of the Agreement or the Amendment are contrary to or conflict with the following provisions. Where the Agreement and the Amendment is not explicitly amended, the terms of the Agreement will remain in force. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the same meanings as such terms are defined in the Agreement.

1.1. Addition of Paragraph 7.07 of the Agreement. Paragraph 7.07 is hereby added to the Agreement as follows:

"7.07 Notwithstanding articles 7.01, 7.02, 7.03, 7.04, 7.05 and 7.06, with respect to Level I patent rights only, Licensee shall have exclusive control over, and shall be responsible for, filing patent applications under the Level I patent rights in the United States and except as set forth in 7.05 below, (i) Licensee shall pay all fees and expenses associated with preparing, filing and prosecuting all such United States applications, and (ii) Licensee shall have exclusive control over, and shall be responsible for all fees and expenses associated with, the maintenance of Patents arising from such United States applications.

2. MISCELLANEOUS

2.1 Full Force and Effect. This Amendment amends the terms of the Agreement and is deemed incorporated into, and governed by all other terms of, the Agreement. The provisions of the Agreement, as amended by this Amendment, remain in full force and effect.

2.2 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment in duplicate originals by their authorized officers as of the Amendment Effective Date, and such Amendment is effective as of the Amendment Effective Date.

THE UNIVERSITY OF KANSAS CENTER FOR
RESEARCH, INC.

By: Title: President

ADMUNEX THERAPEUTICS, INC.

By: Title: President

RECEIVED
CENTRAL FAX CENTER

SEP 26 2003

OFFICIAL

**FENWICK & WEST LLP**

Silicon Valley Center • 801 California Street • Mountain View, CA 94041

Tel 650.988.8500 • Fax 650.938.5200 • www.fenwick.com

FACSIMILE TRANSMISSION**CONFIDENTIAL****OFFICIAL****DATE:** September 26, 2003**CLIENT-MATTER No.:** 23838-07902**To:**

NAME	FAX No.	PHONE No.
M. H. Haddad US PTO	703-305-3014	

FROM: Narinder S. Banait**PHONE:** (650) 335-7818**SENT BY:** Linda Carlson**PHONE:** (650) 335-7306**RE:** Our Reference No.: 23838-07902

NUMBER OF PAGES WITH COVER PAGE: 5

ORIGINAL WILL NOT FOLLOW

MESSAGE:

Please see attached.

**RECEIVED
CENTRAL FAX CENTER****SEP 26 2003****CAUTION - CONFIDENTIAL**

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE OR THEIR DESIGNEE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, OR IF THEY ARE NOT CLEAR,
PLEASE CALL LINDA CARLSON AT (650) 335-7306 AS SOON AS POSSIBLE.

23838/07902/DOCS/1380096.1